

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF ALABAMA

LOCAL GENERAL ORDER NO. 31


OFFICIAL LOCAL CHAPTER 13 PLAN FORM

This Court has developed Local Form No. 1 titled CHAPTER 13 PLAN AND RELATED MOTIONS, a copy of which is attached to this order. Unless otherwise ordered by this court,

IT IS HEREBY ORDERED, as to all Chapter 13 cases filed on or after February 6, 2006, that all petitioners shall use this Court's Local Form No. 1, CHAPTER 13 PLAN AND RELATED MOTIONS, when filing a Chapter 13 plan with this court.

IT IS ALSO ORDERED that all Chapter 13 plan forms in use and developed prior to the date of this order are hereby SUPERSEDED.

DATED: 1-31-06



WILLIAM S. SHULMAN
CHIEF BANKRUPTCY JUDGE



MARGARET A. MAHONEY
BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT FOR THE
SOUTHERN DISTRICT OF ALABAMA**

CHAPTER 13 PLAN AND RELATED MOTIONS

IN RE:

CASE NO. _____

SSN: XXX-XX-_____

SSN: XXX-XX-_____

MOTIONS INCLUDED BELOW:

Motion(s) to Value Collateral

Motion(s) to Assume or Reject Contract(s) or Lease(s)

Motion to Extend Plan

CREDITOR'S RIGHTS WILL BE AFFECTED BY THIS PLAN. You should read this and other documents sent to you carefully and discuss them with your attorney.

TO FILE AN OBJECTION TO CONFIRMATION. Objections to Confirmation must be filed electronically at the Bankruptcy Court's website at www.alsb.uscourts.gov, or you may scan the documents into the ECF system at the courthouse. Objections to Confirmation must be filed by 12:00 p.m. (noon) two (2) days before the confirmation hearing. See Local General Order Number 26, which can be found at www.alsb.uscourts.gov, and click "local rules".

PROOFS OF CLAIM. This plan does not allow claims. Creditors must file a Proof of claim to be paid. Proofs of claim must be filed electronically at the Bankruptcy Court's website at www.alsb.uscourts.gov, or you may scan the documents into the ECF system at the courthouse.

1. PAYMENT AND LENGTH OF PLAN

Debtor(s) shall pay \$_____ per month to the Chapter 13 Trustee starting immediately for _____ months.

2. PRECONFIRMATION ADEQUATE PROTECTION PAYMENTS AND PAYMENTS TO LESSORS

The Debtor proposes that the Trustee make adequate protection payments, or payments to lessors prior to the confirmation of this Plan, pursuant to § 1326(a)(1) as follows:

CREDITOR	COLLATERAL DESCRIPTION	AMOUNT OF MONTHLY PAYMENT

The Trustee shall commence making such payments to creditors holding allowed claims secured by an interest in real and personal property or leases of real and personal property consistent with the Trustee's distribution process and only after the timely filing of a proof of claim by such creditor. In the event of preconfirmation conversion and/or dismissal, all adequate protection payments received by the Trustee shall be distributed to creditors as so designated. The Trustee shall receive the percentage fee fixed under 28 U.S.C. § 586(e) on all adequate protection payments. Upon confirmation the treatment of such claims will be governed by Paragraph 7.

3. DOMESTIC SUPPORT OBLIGATIONS

The Debtor proposes that the Trustee make the following prepetition Domestic Support Obligations in full pursuant to §507(a)(1) unless the claimant agrees or the Court orders otherwise:

CREDITOR	TOTAL ARREARAGE	AMOUNT AND FREQUENCY OF PAYMENT

The Debtor shall directly pay all Domestic Support Obligations that become due after filing of the petition.

4. ATTORNEY'S FEES FOR DEBTOR(S)' BANKRUPTCY COUNSEL

The following attorney's fees shall be paid by the Trustee as set forth:

DEBTOR(S)'S COUNSEL	TOTAL FEE	AMOUNT TO BE PAID AT FIRST DISTRIBUTION	AMOUNT TO BE PAID AT SUBSEQUENT DISTRIBUTIONS

5. PRIORITY CLAIMS (EXCLUDING DOMESTIC SUPPORT OBLIGATIONS)

The Debtor will pay all priority claims pursuant to § 507 unless claimant expressly agrees otherwise including the following:

CLAIMANT	TYPE OF PRIORITY	SCHEDULED AMOUNT	MONTHLY PAYMENT

6. PRIORITY CLAIMS SUBJECT TO SUBORDINATION

Pursuant to §1322(a)(4), the following priority creditors shall not be paid in full:

CREDITOR	REASON FOR SUBORDINATION	SCHEDULED AMOUNT

7. SECURED BY COLLATERAL

Debtor moves to value the collateral, set the interest rate and/or pay the secured claims on the terms and conditions listed below. The monthly payment for _____ months shall be limited to the amount necessary for continuing adequate protection purposes. Thereafter, the Trustee shall pay the designated creditor the amount required under §1325(a)(5).

CREDITOR	COLLATERAL DESCRIPTION	COLLATERAL VALUE	INTEREST RATE	CONTINUING ADEQUATE PROTECTION AMOUNT	§1325(a)(5) AMOUNT

Debtor shall pay all other allowed secured creditors in full.

8. SURRENDERED PROPERTY

Debtor surrenders the following collateral. Upon confirmation, the automatic stay (including the co-debtor stay) is lifted as to surrendered collateral. Any claim submitted by such creditor will receive no distribution under this Plan until an amended proof of claim is filed by such creditor, reflecting any deficiency balance remaining following surrender.

CREDITOR	COLLATERAL DESCRIPTION

9. UNSECURED CLAIMS

Allowed non-priority unsecured claims shall be paid through the distribution of all available disposable income at a percentage to be determined by the Trustee, until the earlier of _____ months or until all allowed claims are paid in full.

10. CURING DEFAULTS AND MAINTAINING DIRECT PAYMENTS

CREDITOR	COLLATERAL DESCRIPTION	DIRECT PAYMENT AMOUNT

Debtor shall maintain the following monthly payments and pay them directly to creditor. Trustee shall pay the allowed claims for arrearages at 100% through this Plan unless otherwise noted in Paragraph 12(f).

11. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Debtor moves that the following executory contracts and/or leases receive the designated treatment:

CREDITOR	COLLATERAL DESCRIPTION	REJECT	ASSUME

12. OTHER PLAN PROVISIONS AND MOTIONS

(a) **Lien Retention**

Except as provided above in Paragraphs 7 and/or 10, allowed secured claim holders shall retain liens until liens are released or upon completion of all payments under this Plan.

(b) **Vesting of Property of the Estate**

Property of the Estate shall revert in the Debtor(s) upon discharge or dismissal of the case.

(c) **Direct Payment by Debtor**

Secured creditors and lessors to be paid directly by the Debtor(s) may continue to mail to Debtor(s) the customary monthly notices or coupons notwithstanding the automatic stay.

(d) **Exemption Limitations**

The Debtor(s)' exemptions in real and personal property are specifically limited to those allowed under applicable state and federal laws. To the extent that Debtor(s)' asset values exceed allowable exemption limits, the non-exempt portions shall be Property of the Estate and subject to distribution by the Trustee. The terms of this provision shall not be construed to limit or abrogate the rights of parties in interest to object to exemptions pursuant to the Bankruptcy Code, or in any way limit the Debtor(s)' rights regarding the postpetition equity accrual of assets.

(e) Length of Plan Payment

☐ Although Debtor(s) may not otherwise qualify for a sixty (60) month Plan, Debtor(s) moves to extend the length of plan payments not to exceed sixty (60) months for the following reason(s):

(f) Other Provisions of the Plan Not Elsewhere Described:

DEBTOR'S SIGNATURE

DATE

DEBTOR'S SIGNATURE

DATE

DEBTOR'S COUNSEL'S SIGNATURE

DATE